LEDO d.o.o.

STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES FOR NOMAD FOODS ADRIATIC CLUSTER

CONTENTS

Condition Heading		Page
1	DEFINITIONS AND INTERPRETATIONS	1
2	BASIS OF CONTRACT	4
3	INSTRUCTIONS	4
4	DELIVERY	5
5	TITLE AND RISK	6
6	PROVISION OF SERVICES	7
7	PRICE AND PAYMENT	7
8	OBLIGATIONS	8
9	INTELLECTUAL PROPERTY	11
10	PRODUCT RECALL	11
11	INDEMNITY & LIABILITY	12
12	INSURANCE	13
13	COMPLIANCE	13
14	TERMINATION	15
15	TRANSFER REGULATIONS	16
16	CONFIDENTIALITY	16
17	FORCE MAJEURE	17
18	GENERAL	17
19	LAW AND JURISDICTION	19

LEDO d.o.o.

TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES FOR NOMAD FOODS ADRIATIC CLUSTER

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions unless the context otherwise requires the following words and expressions have the following meanings:

Anti Bribery Law shall mean the Bribery Act 2010 in the UK, and the Foreign Corrupt Practices Act in the USA and any and all Applicable Laws addressing corruption or bribery;

Applicable Laws means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;

Approved Plant means the plant or factory which has been approved by the Buyer in advance in writing (and may be stated in an Order);

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in the place of delivery;

Buyer means the Group Company stipulated in the Contract or the Order

Conditions means these general terms and conditions of purchase and any other terms and conditions agreed in writing between the Buyer and the Seller;

Confidential Information means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, knowhow, trade secrets or business methods or Data, in all cases whether disclosed orally or in writing before or after the date of the Contract;

Consignment Goods means Goods which the Buyer has indicated in the Contract (or otherwise by notice in writing by Buyer to Seller) as consignment goods or required to be delivered on a consignment basis;

Consignment Store means the area designated by the Buyer at the delivery address stated in the Contract as a consignment store in which the Seller can store Consignment Goods;

Contract means any contract (including an Order issued in accordance with these Conditions) between the Buyer and the Seller for the purchase of Goods and/or Services;

Control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

Data has the meaning set out in Condition 13.1 (Compliance);

Employment Liabilities means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Seller or sub-contractor of the Buyer (which shall, for the avoidance of doubt, include any incurred as a result of an indemnity or warranty given, or to be given, by the Buyer to a New Seller or subcontractor);

Force Majeure Event means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the party so prevented, including, strikes, lockouts or other

industrial disputes (where the aforementioned does not involve the workforce of the party so prevented), act of God, war or national emergency and act of terrorism, riot, civil commotion, fire, explosion, flood, storm and/or epidemic;

Goods means the goods (including any part or parts of them, and any packaging) which the Seller is to provide to the Buyer pursuant to a Contract in accordance with these Conditions;

Group means, in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such
Subsidiary or Holding Company from time to time;

Group Company means any company within the Group of the relevant company;

Holding Company means a company which, in relation to another company (its Subsidiary), holds a majority of the voting rights in it or is a member of it and has the right to appoint or remove a majority of its board of directors, or is a member of it and controls alone a majority of the voting rights in it;

IPR means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

New Seller means any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services;

Order means any order from the Buyer to the Seller for the supply of Goods and/or Services in such form as the Buyer may determine from time to time;

Product means the Goods and any product into which the Goods are incorporated or comprise an ingredient.

Seller means the person, firm or company to whom the Contract is addressed;

Services means the services which the Seller is to provide to the Buyer pursuant to a Contract in accordance with these Conditions;

Specification means the Buyer's description, specifications or stipulations for the Goods and/or Services and any other requirements of the Buyer notified in writing to the Seller in the applicable Contract or otherwise;

Subsidiary means a company in which another company (its Holding Company) holds a majority of the voting rights in it or is a member of it and has the right to appoint or remove a majority of its board of director, or is a member of it and controls alone a majority of the voting rights in it;

Traceability Requirements means in relation to Goods which are, or are to be integrated in goods which are, to be used for human consumption the obligations of the Buyer to trace food, feed, food producing animals and substances intended or expected to be incorporated into a food or feed at all stages of production, processing and distribution and to identify its suppliers of such foods, feed, food-producing animals or substances in each case in accordance with Applicable Laws;

Transfer Regulations means the relevant law implementing the Acquired Rights Directive (2001/23/EC) or any equivalent applicable legislation;

VAT means (a) for each State within the European Union, the tax which is imposed by Member States pursuant to Council Directive 2006/112/EC of the European Union and which is known in English as "Value Added Tax" and (b) for each State outside the European Union, that tax, by whatever names called, which is computed by reference to all or part of turnover or sales and which most closely approximates to Value Added Tax and includes, for those states where it is relevant, sales tax or (as the case may be) goods and services tax.

1.2 Drafting Conventions

(a) The headings to Conditions are inserted for convenience only and shall not affect the

interpretation or construction of these Conditions.

(b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

(c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

(d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.

2 BASIS OF CONTRACT

2.1 Subject to any variation under condition 18.13 every Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Seller purports to apply under any quotation, order acknowledgement or any other document issued by the Seller).

2.2 The Order is an offer made by the Buyer to the Seller and the relevant Order shall come into effect upon acceptance of such Order by the Seller. Unless previously withdrawn by the Buyer, Orders shall be deemed accepted if not rejected by the Seller by notice in writing within seven days of their date. The Order number must be quoted on all correspondence and all invoices relating to such Order.

2.3 By accepting the purchase order or signing the Agreement, the Seller will be deemed to have accepted these Terms.

2.4 Notwithstanding the foregoing, if the Buyer and the Seller have executed a formal overarching written Contract which is in full force and effect, the terms and conditions of that overarching Contract will apply and govern, to the exclusion of any general Conditions that are in conflict whether or not they are incorporated into that overarching Contract.

2.5 The Seller should not supply Goods and/or Services to the Buyer before the Seller has received a valid Order (stating the Order number) from the Buyer. In such an event, the Buyer shall have the right to refuse to accept the Goods or Services.

3 INSTRUCTIONS

3.1 All correspondence in connection with an Order must quote the Order number and be addressed to the relevant Buyer's representative as stated in the Order.

3.2 Advice / Delivery Notes and all invoices whether generated by the Seller or any third party, must contain the following information: Seller's name, valid applicable
Order number, Buyer's material code (where applicable), description of Goods and/or Services, quantities delivered in Order, unit of measure, whether delivery is part, full or final delivery against Order and other requirements notified by the Buyer in writing from time to time to the Seller. In addition, all Invoices must apply the same format and line description as the Order (including for multiple line Orders) and also contain: details of the address to which the delivery was made, date of delivery and a harmonised system tariff code (if applicable). Advice / Delivery notes must be sent direct to the delivery address in the Order with the Goods or provided at the time of the Service is provided. Invoices must be sent to the address stipulated by the Buyer.

3.3 If required by the Buyer invoices must be submitted electronically in accordance with the Buyer's instructions. The Buyer is entitled to charge an administrative fee to the Seller for invoices submitted through the incorrect channel.

3.4 **UNLESS OTHERWISE STATED:**

(a) The price of the Goods and/or Services stated in an Order shall be exclusive of VAT (which

shall be added if appropriate at the rate prevailing at the relevant tax point) and inclusive of all expenses, delivery, packing, packaging, consignment, labelling, insurance, delivery, export or import or other customs duties taxes and all other costs incurred by the Seller in relation to the Goods and/or Services and their delivery.

(b) No variation to the Contract (including to the Specification, price, quantity and these Conditions) shall be binding unless agreed in writing by the Buyer and the Seller.

(c) The Seller shall produce, pack, manufacture or otherwise process and/or deliver the Goods and/or Services from the Approved Plant (if and where applicable) and in accordance with any process agreed in writing with the Buyer and the Specification.

(d) The Buyer shall have the right from time to time to:

(i) have access at all times with reasonable notice to the Approved Plant, Seller's business or any part of the Seller and its subcontractors, employees and agents premises provided no notice will be required in connection with Buyer food safety audits and

(ii) conduct an audit of the Approved Plant, the Seller's business and any other of the Seller's (and its subcontractors' and agents') premises including its operations, facilities, quality, hygiene, food safety, health and safety, documentation and environmental procedures and systems to check for the Seller's compliance with the Contract, Applicable Laws, the Buyer's requirements and to ensure the Seller has the appropriate facilities, procedures, documents, systems and personnel in place.

(e) The Seller agrees to supply Goods in accordance with the Buyer's Traceability Requirements and traceability system notified to the Seller.

(f) Where in the Order it is stated that part or all of the Order is a forecast or plan or estimate or indicative or similar language then such part of the Order is not binding on the Seller and the Seller shall have no duty of care or responsibility for such part or all of the Order until such time as such forecast, plan or estimate is confirmed in writing by the Buyer.

4 DELIVERY & CUSTOMS COMPLIANCE

4.1 Delivery of the Goods and/or Services shall take place strictly in accordance with the Buyer's delivery instructions (including as to date and location) whether given in a Contract or separately.

4.2 The Goods shall be Delivered Duty Paid (DDP) (Incoterms 2020) (Buyer's delivery address stated in the Contract or otherwise notified in writing by the Buyer to the Seller) unless otherwise stated in the Contract or unless the Goods are Consignment Goods.

4.3 If the Contract does use a delivery term which is not DDP then Incoterms 2020 shall be applied to interpret that delivery term. If there is any conflict or ambiguity between the delivery term stated in the Contract and these Conditions then the Contract shall prevail.

4.4 If the Goods are Consignment Goods then:

(a) the Buyer has agreed that the Seller can store Goods at the Consignment Store.
(b) Goods shall be delivered to the Buyer Delivered Duty Paid (DDP) (Incoterms 2020) (Consignment Store) when an authorised employee of the Buyer removes them from the Consignment Store.

4.5 The Buyer shall have the right to change its delivery instructions at any time. In addition the Goods and/or Services shall be delivered on the date or within the period stated in the Contract and during normal working hours. Time of delivery of the Goods and/or performance of the Services shall be of the essence. The Buyer shall be under no obligation to accept delivery of the Goods and/or performance of the Services before the specified delivery time, but reserves the right to do so. The Seller shall notify the Buyer in writing immediately if it is unable to deliver the Goods and/or provide the Services on or by the date specified in the Contract.

4.6 In the event of the Seller failing to deliver the Goods and/or perform the Services in accordance with Condition 4.5 above the Buyer shall (without prejudice to any other remedy available to the Buyer under these Conditions or the Contract) have the right to cancel the Contract and/or enforce its rights in accordance with Condition 8.4 below. If the Buyer has cancelled any other Order between the Buyer and the Seller, the Buyer may without prejudice to any other remedy available to it, cancel the Contract forthwith.

4.7 The Buyer reserves the right to reject in whole or in part any Goods if they do not in its sole opinion correspond in quality, fitness or description or otherwise with the Contract, the Order and any Specification. The Buyer shall not be deemed to have accepted the Goods until the Buyer has had a reasonable time to inspect the Goods following delivery. The signing of a document acknowledging physical receipt of Goods shall not constitute acceptance.

4.8 The Goods shall be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. The Buyer shall not be obliged to return to the Seller any packaging materials for the Goods.

4.9 The Buyer shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Contract. The Buyer shall accept no responsibility for Goods delivered in excess of the Order.

4.10 The Seller shall not deliver the Goods and/or Services in instalments without the Buyer's prior written consent. Where it is agreed that the Goods and/or Services are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all shall entitle the Buyer to the remedies set out in these Conditions and/or in the Contract.

4.11 Deliveries must be accompanied by relevant Health certification and BSE exemption certificates where applicable.

4.12 Delivery temperature of frozen Goods must be minus 18 degrees Celsius or below unless otherwise agreed and specified.

4.13 Deliveries will be accompanied by certificates of analysis if requested by the Buyer.

4.14 The Seller shall employ such mechanism as the Buyer may reasonably require in order to uniquely identify each batch of Goods supplied to the Buyer. The Seller shall provide to the Buyer with each batch of Goods or otherwise on request such information and documentation in relation to the Goods and/or ingredients within the Goods as the Buyer may request (in such form as the Buyer may request) for purposes which may include:

(a) enabling the Buyer and its customers to meet their obligations under all Applicable Laws including Traceability Requirements and import / export rules requirements and obligations;

(b) enabling the Buyer to effectively manage stock, material usage, quality and to meet its customers' requirements for information;

(c) enabling targeted action in the event of product recalls or other issues with the Goods;

(d) enabling the Buyer to support claims made in advertising and marketing and to provide information regarding the Goods to its customers.

4.15 Irrespective of the applicable Incoterm, the Seller shall at all times ensure that it has provided all relevant documentation or information required in order to ensure compliance of the Order with Applicable Laws, including but not limited to import / export rules, requirements and obligations (whether provided to the Buyer or a third party, including but not limited to a customs authority) and that such documentation and information is complete and correct and provided at the relevant time.

4.16 The Seller understands and acknowledges that such documentation and information referred to in Condition 4.15 is critical to avoid any interruption to the Buyer's business and to allow it to submit timely and accurate export and import documentation and that any failure by the Seller to carry out its obligations pursuant to Condition 4.15 may cause the Buyer financial loss or damage including but not limited to penalties, duties fines or additional costs it is subject to or incurs as a result

5 TITLE AND RISK

5.1 The Goods shall be at the risk of the Seller until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Buyer may have under the Contract or by law, title to and risk in the Goods shall pass to the Buyer, provided that if the Buyer pays for the Goods prior to delivery, title to the Goods shall pass to the Buyer when payment is made. Note that risk remains with the Seller prior to delivery of the Goods which for Consignment Goods includes when the Consignment Goods are in the Consignment Store and have not yet been delivered to the Buyer.

6 PROVISION OF SERVICES

6.1 If the Contract is for or includes Services to be performed by the Seller then, the Seller undertakes, represents and warrants to the Buyer that the Seller shall:

(a) provide the Services with reasonable skill and care;

(b) co-operate with the Buyer in all matters relating to the Services, and comply with all reasonable instructions of the Buyer;

(c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract;

(d) ensure that the Services will conform with all descriptions and specifications set out in the Contract and the Specification, and that any deliverables shall be fit for any purpose expressly or impliedly made known to the Seller by the Buyer;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;

(h) to the extent that the Services or Goods relate to or include the provision of any information technology, data, network or software related product or service, shall have in place and comply with standards equivalent to ISO:27001;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises; and

G) comply with any reasonable instructions and guidelines issued by the Buyer from time to time.

7 PRICE AND PAYMENT

7.1 The Seller shall only be entitled to invoice the Buyer on or at any time after delivery of the Goods and /or completion of the Services for the price of the Goods and/ or Services stipulated in the Contract or as otherwise agreed in writing between the Seller and Buyer. Invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services.

7.2 Unless otherwise stated in the Contract, the Buyer shall pay for the Goods and/or Services within the number of days stated in the Contract, or if no such information is contained in the Contract, the maximum permitted under applicable law, upon receipt of an invoice which complies with the Contract and is not disputed. If an invoice fails to comply with requirements of the Contract then the Buyer may reject the invoice, or it may lead to delay in payment (and such delay shall not be a breach of the Contract or entitle the Seller to interest). If an invoice is disputed, the Buyer shall be entitled to withhold the amount in dispute (and no interest shall accrue) until both parties have agreed the sums to be paid.

7.3 The currency for payment shall be as set out in the Contract.

7.4 The Buyer shall be entitled to set off against the price of the Goods and/or Services any sums owed to the Buyer by the Seller, whether such liability is present or future, liquidated or unliquidated or under or in relation to this or any other Contract. The Seller shall not be entitled to apply any amount due to the Buyer under the Contract in or towards payment of any sum owing by the Buyer to the Seller in relation to any matter whatsoever.

7.5 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over the Bank of England base rate from time to time.

7.6 The Seller is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

7.7 The prices charged by the Seller to the Buyer shall not exceed those prices charged by the Seller to any other Buyer purchasing the same or similar goods and/or services in the same or smaller quantities and the Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.

7.8 If the price is stated in the Contract to be on a "time and materials" or "cost plus" basis or similar the Seller shall give the Buyer access to all documents and information in the Seller's possession or under its control to enable the Buyer to satisfy itself that the amount charged by the Seller is properly and correctly charged in accordance with the Contract and in default the Buyer shall be entitled to withhold payment in whole or in part until such default is rectified to the satisfaction of the Buyer.

7.9 Payment of invoices shall not constitute acceptance of or be deemed acceptance of off-specification, unsuitable, deficient, or non-conforming Goods and/or Services and nor shall it be construed as a waiver of any of the Buyer's rights or remedies under the Contract.

7.10 Any money paid by the Buyer to the Seller in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Contract reasonably incurred by the Buyer in obtaining other goods in replacement of any rejected Goods shall be paid by the Seller to the Buyer within 14 days of the date of the Buyer's notice demanding the same or, at the Buyer's sole option, shall be deducted from the money still to be paid by the Buyer to the Seller in relation to such Goods.

8 OBLIGATIONS

8.1 In relation to all Goods and/or Services

supplied under this Contract, the Seller undertakes, represents and warrants to the Buyer that the Seller shall ensure that:

(a) any Goods manufactured or supplied (including all packaging, documentation and all ingredients and processing aids) are of the nature, substance, specification and description ordered by the Buyer, meet the highest professional standards, are of satisfactory quality and are fit for purpose, comply with the Specification, comply with Applicable Laws and conform to any samples provided to the Buyer.

(b) all Goods (and their packaging, documentation and their ingredients and processing aids) which are, or are to be, foodstuffs or to be used in the preparation of foods or otherwise used for human consumption must:

conform in every respect with the requirements of all Applicable Laws relating to the applicable

Goods/foodstuffs for the time being in force together with all regulations and codes of practice issued pursuant to such Applicable Laws; and

(i) not be treated by any irradiation process at any time in their preparation; and

(ii) not contain ingredients wholly or partially composed of or containing materials produced

by or devised from genetic modification or recombinant DNA technology; and

(iii) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods; and

(iv) be fit for human consumption.

(c) the Goods shall be fit in every way for the purpose for which they are intended, and the Goods shall be free from any defects whatsoever. Machinery in particular shall be of good construction, sound materially and of adequate strength.

(d) the Goods and/or performance of the Services (and materials provided as part of the Services) and their specific use by the Seller do not infringe any IPR.

(e) the Goods will not be unsafe or injurious to health.

(f) the Goods shall meet the Buyer's

packaging and palletisation specification (available on request) and conform to the heavy metal content stipulation detailed in the Packaging (Essential

Requirements) Regulations 2015 SI No. 2015/1640 (as amended) and equivalent EC requirement.

(g) the Seller, and all Goods (including packaging, ingredients and processing aids) and/or Services will conform (including in relation to intake of raw materials, manufacture, out loading of products with respect to the control of microbiological, foreign body and chemical hazards including contaminants, pesticide residues and allergens) with the Buyer's quality assurance policies from time to time and, in particular, the industry standard guidelines set by the Hazard Analysis Critical Control Point assessment.

(h) it possesses all licences and other required governmental or official approvals, permits or authorisations necessary for the manufacture, package, transportation, export, import and storage of the Goods and/or Services supplied as contemplated in and as otherwise necessary for it to perform its obligations under the Contract.

(i) it shall observe and comply with the Buyer's Supplier Code of Conduct (as amended from time to time), the current version of which is available at

https://www.nomadfoods.com/supplier-information/.

8.2 Where specified every delivery will be accompanied by a quality certificate confirming that the Goods conform with the Specifications and requirements of the Contract. If the Buyer determines on receipt of such certificate that any Goods do not meet the Specifications and the requirements of the Contract, the Buyer will promptly notify the Seller of the specific nature of such failure and the Buyer shall be entitled to reject the Goods.

8.3 The Seller shall use its best endeavours to transfer or assign to the Buyer or otherwise obtain for the benefit of the Buyer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Buyer or otherwise providing such benefit for the Buyer.

8.4 Where there is any breach of the Seller's obligations in Condition 6 (Provision of Services) or Condition 8 (Obligations) or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods and/or Services is not complied with, or any of the Goods or Services or any instalment of the Goods or Services are not delivered at the specified time or the Goods delivered are damaged, or if the Buyer terminates the Contract in accordance with Condition 14, the Buyer shall be entitled at its sole discretion without liability to the Seller (arising

out of such action) and without prejudice to any other

right or remedy the Buyer may have to take

one or more of the following actions to:

(a) cancel the Contract and treat the Contract as having never been entered into by the Seller; and/or

(b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods; and/or

(c) refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Seller attempts to make; and/or

(d) recover from the Seller any costs reasonably incurred by the Buyer in obtaining substitute Goods and/or Services from another seller; and/or

(e) require the Seller at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Contract, Order and/or Specification; and/or

(f) require the Seller at its sole cost to re-execute the Services in accordance with the Contract, Order and/or Specification within seven days; and/or

(g) treat this Contract as discharged by the Seller's breach and:

(i) delay payment of the price for the Goods and/or Services until the requirements of this Contract, Order and/or any Specification are entirely fulfilled, or

(ii) refuse to make payment of the price of the Goods and/or Services; or

(iii) require the repayment of any part of the price of the Goods and/or Services which the Buyer has paid whether or not the Buyer has previously required the Seller to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

(h) claim damages for any additional costs, loss or expenses as may have been incurred by the Buyer as a result of the Seller's breach of the Contract.

8.5 If the Buyer claims that an Order or a Contract has not been fulfilled or has been incorrectly fulfilled the Seller shall be deemed to accept the validity of the claim unless it serves written notice on the Buyer disputing the said claim and stating the reasons for its dispute within seven days of the date of the said claim.

8.6 If the Buyer exercises any right under these Conditions the Buyer may at its absolute discretion require the Seller to collect the relevant Goods forthwith or return the Goods to the Seller at the Seller's cost.

8.7 The Seller shall maintain all documentation which is reasonable to expect of a reasonable reputable supplier who is in compliance with all Applicable Laws to demonstrate that the Seller, and the Goods and/or Services are in compliance with the Contract.

8.8 The Seller shall before delivery ensure, whether by inspection or testing or otherwise, that the Goods and/or Services comply with the Contract.

8.9 Notwithstanding any such inspection or testing obligation of the Seller, the Buyer may at any reasonable time during the performance of the Contract enter upon the premises of the Seller for the purpose of inspecting and testing the Goods and any materials used in manufacturing the Goods (if applicable). The Seller will not unreasonably refuse any request by the Buyer to carry out such inspection and testing and will provide the Buyer all facilities reasonably required.

8.10 If as a result of such inspection or testing the Buyer is not satisfied that the Goods comply in all respects with the Contract and the Buyer so informs the Seller within thirty days of inspection or testing, the Seller will take all steps necessary to ensure compliance. Without prejudice to any other

rights of the Buyer under the Contract, any failure of this obligation by the Seller will be deemed to be a material breach entitling the Buyer to terminate the Contract under Condition 14.

8.11 Notwithstanding any such inspection or testing, the Seller will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Seller's obligations under the Contract.

8.12 The figures for targets and limits of acceptance referred to by this Contract including in any Specification are based on the reference method stated in the Specification or as otherwise agreed with the Buyer in writing. All methods of analysis used by the Seller shall be made available to the Buyer on request.

8.13 The Buyer's rights under these Conditions are in addition to any statutory remedies available to the Buyer.

9 INTELLECTUAL PROPERTY

9.1 All materials including any Specifications supplied by the Buyer, and any copies made by or for the Seller shall be the property of the Buyer. The Buyer authorises the Seller to use the I PR of the Buyer only for the purposes of exercising its rights and performing its obligations under the Contract. The Seller shall maintain all such aforementioned documents in good order and condition and provide adequate insurance for them against all risks whilst in its custody in accordance with Condition 12. All such materials shall be treated by the Seller as strictly confidential and upon completion of the Contract or upon request by the Buyer shall be returned immediately by the Seller in good order and condition and at the Seller's sole risk and cost. Should the Seller fail to return this property to the Buyer, the Buyer may either withhold payment for the Goods and/or Services until such property is returned or withhold such part of the payment due as may be required to replace them or restore them to good order or condition. No such materials shall be shown nor its contents disclosed by the Seller to any other person without written agreement of the Buyer.

9.2 To the extent legally possible, any and all IPR created or acquired in the course of or as a result of any work carried out by the Seller under or in pursuance of the Contract, whether in the Goods, Services, accompanying documents or otherwise shall, from the date of their creation or acquisition by the Seller and otherwise promptly upon request by the Buyer, belong exclusively, throughout the world, to the Buyer.

9.3 The Seller shall grant or procure the grant of an adequate licence or sub-licence to the Buyer at no extra cost (and having procured the necessary licences from third parties), of any IPR which:

(a) is not legally possible to transfer to the Buyer pursuant to Condition 9.2; and/or

(b) the Seller does not own, that is incorporated or utilised in any work done by the Seller for the Buyer, or that is in or relates to the Goods and/or Services provided and is in pursuance of the Contract sufficient to enable the Buyer to make full use of such work, Goods and/or Services and to repair, update or maintain the work in which such results are incorporated.

9.4 The Seller hereby agrees and undertakes promptly at the request of the Buyer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Buyer to give effect to the provisions and intentions of this Condition 9.

10 PRODUCT RECALL

10.1 The Seller shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is or may be:

(a) any defect in the Goods which have been delivered to the Buyer at any time; or

(b) any error or omission in the instructions for the use and/or assembly of the Goods;

(whether or not any such defect, error or omission represents a breach of the warranty in Condition 8.1 (Warranties) or any other Condition) which causes or may cause any risk of death, injury or damage to property.

10.2 The Buyer may at its discretion and at the Seller's own cost:

(a) recall any Goods or any other products into which the Goods have been incorporated already and sold by the Buyer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Seller at the Buyer's option); and/or

(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already and sold by the Buyer to its customers;

in each case on the basis of the identification whether by the Buyer, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 8.1 (Warranties) or any other Condition) which the Buyer reasonably concludes affects or may affect any of the Goods supplied which causes or may cause any risk of death, injury or damage to property.

11 INDEMNITY & LIABILITY

11.1 In addition to any other remedy available to the Buyer, the Seller shall indemnify, defend and hold harmless the Buyer, the Buyer's Group Companies and their respective directors, officers and employees in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

(a) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;

(b) any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors;

(c) any claim made against the Buyer for actual or alleged infringement of a third party's I PR arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services or the Buyer otherwise exercising the rights granted to it by the Seller under the Contract;

(d) any breach of any provision of the Contract, including but not limited to breach of the Seller's obligations under Conditions 4 and 13.

11.2 The Seller shall provide all facilities, assistance and advice required by the Buyer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Seller's performance, or purported performance of, or failure to perform, the Contract.

11.3 Nothing in the Contract excludes or limits either party's liability for:

(a) death or personal injury caused by Seller's negligence; or

(b) fraud or fraudulent misrepresentation.

11.4 Subject to Condition 11.3 neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract for any indirect, special or consequential loss or damage, howsoever arising.

11.5 Notwithstanding the provisions of Condition 11.4, and in addition to any other remedy available to the Buyer, the losses for which the Seller assumes responsibility, and which shall always be recoverable by the Buyer as direct losses shall include but not be limited to:

(a) additional or wasted administrative costs and expenses including but not limited to management time and overtime;

(b) additional or wasted operational or logistical costs, charges or fees including but not limited to transport, storage or handling costs;

(c) costs, charges, penalties or fines payable or paid to a customer of the Buyer, including but not limited to those arising from late or short deliveries or instigation of a recall of Products;

(d) costs, charges, penalties, fines or losses either payable or incurred as a result of any breach of Applicable Law or any action, investigation or proceeding by any third party regulator;

(e) the reasonable costs of transporting and/ or destroying the Products (to the extent the Seller does not wish to do the same) reasonably required in case of a recall of Products;

(f) the costs or losses relating to any Goods or Product which the Buyer is obliged to or, acting reasonably, choses to destroy, or suffers a cost or loss in relation to as a result of a recall of Products or circumstances that were it not for the action of the Buyer, would result in a Recall;

(g) the costs or losses the Buyer suffers associated with any use or processing of the Goods including but not limited to the destruction of any product made at the same location as that at which the Products were manufactured;

(h) costs, penalties, duties or fines either payable or paid to any third party or any country, government body or agency in respect of any customs, tariff or trade obligation, requirement, law or regulation **("Customs Laws")**; and

(i) the costs or losses the Buyer suffers associated with or as a result of any business interruption resulting from breach of Customs Laws, including but not limited to delays in production, destruction of Product or ingredients used in the manufacture of Product, and incurring of additional storage or transportation costs.

12 INSURANCE

12.1 The Seller shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. The Seller shall on the written request of the Buyer from time to time provide the Buyer with reasonable details of the insurance maintained in force in accordance with this Condition. The Seller shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

13 COMPLIANCE

13.1 **Data Protection**

(a) In this Condition 13, the terms controller, processor, personal data, special category personal data, personal data breach and processing shall be as defined in the European Union General Data Protection Regulation, Data Protection Act 2018 or other

(b) analogous legislation as applicable **("Data Protection Legislation"),** and **"Data"** shall mean any personal data and special category personal data provided by the Buyer to the Seller pursuant to this Contract.

(c) The parties acknowledge that in so far as the Seller processes any Data on behalf of the Buyer, the Buyer is a controller and that the Seller is a processor. Prior to the Seller conducting such processing, it shall enter into a data processing agreement supplied by the Customer.

(d) The Seller shall:

(i) use the Data only on the Buyer's instructions to perform its obligations under this Contract;

(ii) keep the Data confidential
and provide appropriate technical and organisational measures against
unauthorised or unlawful 13.2
processing, accidental loss
or destruction of or damage to the Data;

(iii) not retain any Data for longer than is necessary to fulfil its obligations under this Contract;

(iv) ensure that any Data is returned to the Customer or destroyed on the termination or expiry of this Contract;

(v) neither authorise any subcontractor to process Data, nor process Data itself, outside of the United Kingdom or European Economic Area without the Buyer's prior written consent;

(vi) ensure that it has in place appropriate measures to ensure the security of the Data (and to guard against unauthorised or unlawful use of the Data and accidental loss, destruction or damage to the Data)

(vii) take all reasonable steps to ensure the training of its staff in the use, care and protection of Data and the reliability of any of its staff who have access to Data, which is processed in connection with this Contract;

(viii) ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under Data Protection Legislation; and

(ix) notify the Buyer without undue delay upon becoming aware of or reasonably suspecting a personal data breach, such notice to include all information reasonably required by the Buyer to comply with its legal obligations. Anti Bribery

(x)

13. **Anti Bribery**

(a) The Seller undertakes that it:

(i) has not committed an offence under any Anti Bribery Law (a "Bribery Offence");

(ii) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution or enforcement action under any Anti Bribery Law;

(iii) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution or enforcement action under any Anti Bribery Law.

(b) The Seller agrees that it:

(i) has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Seller (including an employee, sub-contractor or agent or other third party ensure the training of its staff in the use, care and working on behalf of the Seller or any Seller's Group Company) (an **"Associated Person")** from committing a Bribery Offence; and

(ii) shall comply withall Anti Bribery Laws and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and

(iii) shallnot do orpermit anything to be done which would cause the Buyer or any of the Buyer's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to any Anti Bribery Law; and

(iv) shall notify the Buyer
immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Seller's obligations under this Condition 13.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations; and

(v) shall not,directly or
indirectly, make, offer, promise or authorise the payment of giving of any money or thing of

value to any third party for the purpose of obtaining any improper business advantage. Such purpose shall be deemed to exist if a payment or gift is made, offered, promised, or authorised with the intent to or with the knowledge that it is likely to corruptly affect or influence any act or decision of a third party, including a decision to fail to perform his or her lawful duty.

13.3 Export Controls, Trade Sanctions & Counter Terrorism

(a) The Seller undertakes that:

(i) it will comply with all applicable export controls and trade sanctions laws; and

(ii) neither it nor any of its directors, officers or other personnel uses trafficked, child or forced labour or is the subject of any counter terrorism sanctions, controls or restrictions.

14 TERMINATION

14.1 Either party shall beentitled to terminate the Contract without liability to the other party by giving notice to the other party at any time if:

(a) The other party commits a material breach ofany of itsobligations under the Contract which is incapable of remedy; or

(b) There is a breach by the other party of any of its obligations under the Contract which is capable of remedy and the other party has failed to remedy with 20 Business Days after receipt or notice in writing requiring the other party to do so; or

(c) the other party:

(i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); or

(iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets; or

(iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets; or

(v) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or

(vi) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or

(vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being levied; or

(viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition 14.1(c).

14.2 Without prejudice to any of its other rights under these Conditions of purchase, the Buyer shall be

entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

(a) there is any change in the Control of the Seller; or

(b) the Seller commits or is a party to dishonest or fraudulent conduct in relation to the Contract; or

(c) the Goods and/or Services provided by the Seller pursuant to the Contract are found, or are claimed to infringe any IPRs.

14.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.4 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 14.3 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 14.4;

(b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and

(c) the Seller shall immediately return to the Buyer (or if the Buyer so requests by notice in writing, destroy) all of the Buyer's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information and all materials including any Specifications belonging to the Buyer.

14.5 Where the Buyer is entitled to terminate the Contract and the Goods have been delivered, the Buyer shall have the right to return the Goods at the Seller's risk and expense.

15 TRANSFER REGULATIONS

15.1 It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Services will give rise to a relevant transfer pursuant to the Transfer Regulations.

15.2 In addition to any other remedy available to the Buyer, the Seller shall indemnify, defend and hold harmless the Buyer, the Buyer's Group Companies and any New Seller and their respective directors, officers and employees in full and on demand from and against any and all Employment Liabilities howsoever arising whether wholly or in part arising directly or indirectly foreseeable or not, which are or which may be incurred, suffered or paid by the Buyer, any of the Buyer's Group Companies or any New Seller in relation to any individual who claims that their employment or liabilities in connection with their employment transfer to the Buyer, any of the Buyer's Group Companies or a New Seller under the
Transfer Regulations including any Employment Liabilities relating to the termination of employment of any such individual.

16 CONFIDENTIALITY

16.1 The Seller shall keep and procure to be kept secret and confidential all Confidential Information belonging to the Buyer disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Buyer.

16.2 The Seller may disclose Confidential Information to an employee, sub-contractor consultant or agent to the extent necessary for the performance of the Contract provided such disclosure is subject to obligations equivalent to those set out in the Contract. The Seller shall use its best endeavours to procure that any such employee, subcontractor, consultant, or agent complies with such obligations. The Seller will be responsible to the Buyer in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

16.3 The obligations of confidentiality in this Condition 16 do not extend to any Confidential Information which the Seller can show:

(a) is or becomes generally available to the public other than as a result of a breach of the

obligations of confidentiality under the Contract; or

(b) was in its written records prior to date on which disclosed by the Seller pursuant to the Contract and not subject to any confidentiality obligations; or

(c) was or is disclosed to it by a third party entitled to do so; or

(d) the parties agree in writing is not Confidential Information or may be disclosed; or

(e) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

17 FORCE MAJEURE

17.1 Any party that is subject to a Force Majeure Event shall not be in breach of the Contract or these Conditions of purchase provided that:

(a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

(b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken; but did not, and

(c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract or these Conditions of purchase in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

17.2 During any period of suspension by the Seller of delivery of Goods or performance of Services in accordance with Condition
17.1 above, the Buyer shall be at liberty to purchase elsewhere such Goods and/or Services as it reasonably anticipates it may require and the Buyer may reduce the quantity to be taken under the Contract by that amount.

17.3 If the suspension prevails for a continuous period of more than a month, any party may terminate the Contract by giving fourteen (14) days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract or these Conditions of purchase occurring prior to such termination.

18 GENERAL

18.1 The 1980 Vienna Convention on the International Sale of Goods is excluded and shall not apply to this Contract.

18.2 The Contract is personal to the Seller. The Seller shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Buyer.

18.3 The Buyer may assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Seller.

18.4 A person who is not a party to the Contract has no rights to enforce any provision of the Contract.

18.5 All members of the Buyer's Group may enforce the provisions of the Contract.

18.6 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

18.7 The Seller shall not pledge the credit of the Buyer (or member of the Buyer's Group) nor represent itself as being the Buyer (or any member of the Buyer's Group) nor an agent, partner, employee or representative of the Buyer (or any member of the Buyer's Group) and the Seller shall not hold itself

out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the Buyer (or any member of the Buyer's Group). Nothing in the Contract, and no action taken by the parties pursuant to the Contract creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

18.8 The Seller shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods, any materials relating to the Services or any other property of the Buyer in the Seller's possession, in respect of any sums owed by the Buyer to the Seller under the Contract or otherwise.

18.9 **Entire Agreement**

(a) The Contract contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.

(b) The parties acknowledge that the Contract has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Contract.

(c) Each party agrees that the only rights and remedies available to it arising out of, or in connection with, any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

(d) All warranties and conditions, terms and conditions not set out in the Contract whether implied by statute or otherwise are excluded to the extent permitted by law.

(e) Nothing in this Condition 18.10 will exclude any liability in respect of misrepresentations made fraudulently.

18.10 **Severability of Provisions**

If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

18.11 **Waiver**

The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Contract shall be in writing. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

18.12 **Variation**

No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

18.13 **Language**

The Contract is entered into in the English language. If there is any conflict or ambiguity in meaning between the English language version and any version or translation of the Contract in any other language the English version shall prevail.

18.14 **Notices**

(a) Any notices sent under the Contract must be in writing. Any notice regarding termination or cancellation made by e-mail has no legal effect, unless sent to the address of the headquarters in accordance with the table below. All notices to the Buyer, in the case of an invoice or statement, must be served to the Buyer's Accounts Department and in any other

case to the Director of Procurement.

(b) Notices may be served in the ways set out in the table below at the address set out in the Contract and if none at the relevant party's registered office (if it is a company) or its principal place of business (in any other case) or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under the Contract and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	**Deemed time of delivery**	**Proof of Service**
Personal delivery	On delivery	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service;	properly addressed prepaid and posted
Prepaid international air mail postal service	9.00am on the fifth Business Day after posting	properly addressed prepaid and posted

19 LAW AND JURISDICTION

19.1 The Contract, these Conditions and any issues, disputes or claims arising out of, or in connection with, it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by the law of the country in which the Buyer is registered.

19.2 All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the relevant local courts in which the Buyer is registered to which the parties irrevocably submit.

INSTRUCTIONS AND CONDITIONS SET OUT IN THESE CONDITIONS MUST BE OBSERVED OTHERWISE THE RELEVANT CONTRACT MAY BE CANCELLED

These Conditions enter into force on September 1, 2025.

Ledo d.o.o.

